

ATTACHMENT F

Service Agreement For

Network Integration Transmission Service

- 1.0 This Service Agreement (Agreement), dated as of February 1, 1997, is entered into, by and between New England Power Company (the "Transmission Provider"), and Massachusetts Electric Company and Nantucket Electric Company ("Transmission Customer") for the purpose of implementing wholesale competition or retail access for the Transmission Customer's retail customers pursuant to a Restructuring Settlement Agreement approved by the Massachusetts Department of Public Utilities on February 26, 1997.
- 2.0 The Transmission Customer has been determined by the Transmission Provider to have a valid request for Firm Transmission Service under the Transmission Provider's Open Access Transmission Tariff ("Tariff").
- 3.0 Service under this Agreement shall commence on the later of the Contract Termination Date, as defined in the Stipulation and Agreement filed with the Commission on May 28, 1997, or such date as permitted to become effective by the Commission. Service under this Agreement shall not be terminated before the date that the Contract Termination Charges set forth in the Stipulation and Agreement and the Amendment to the Service Agreement between the Transmission Customer and the Transmission Provider under the Transmission Provider's FERC Electric Tariff, Original Volume No. 1 (Amendment) are fully recovered from the Transmission Customer. Following that date service under this Agreement shall continue until modified or terminated upon the written consent of both parties or upon five years advance written notice by either party to the other.
- 4.0 The Transmission Provider agrees to provide and the Transmission Customer agrees to take and pay for Network Integration Transmission Service in accordance with the provisions of the Tariff, this Service Agreement and Exhibit 1 to this Service Agreement. In the event that Transmission Customer is denied recovery in its rates for local distribution service of access charges sufficient to collect the full amount of the Contract Termination Charges billed to Transmission Customer, its successors or assigns, by Transmission Provider, its successors or assigns, providing service over the transmission facilities covered by this Agreement shall collect the unrecovered balance of the Contract Termination Charges as a surcharge under this Agreement to the Transmission Customer or to any consumer taking delivery of electric energy over the transmission or distribution facilities of the Transmission Customer.
- 5.0 Any notice or request made to or by either Party regarding this Service Agreement shall be made to the representative of the other Party as indicated below.

Transmission Provider:

New England Power Company
Attention: Director, Transmission Marketing
25 Research Drive
Westborough, MA 01582

Transmission Customer:

Massachusetts Electric Company
25 Research Drive
Westborough, MA 01582

6.0 The Tariff, as amended, changed, modified or superseded by filings with the Federal Energy Regulatory Commission, is incorporated herein and made a part hereof.

6.1 The obligations under this Agreement may be assigned only with the express written consent of the other party, which consent shall not be unreasonably withheld, provided, however, that the Transmission Provider shall not be obligated to consent to any assignment that adversely affects the ability of Transmission Provider to recover from the Transmission Customer the payments required to be made under the Tariff, this Service Agreement, including any Contract Termination Charges that may be billed to Transmission Customer pursuant to Section 4.0 above, and Exhibit 1 to this Service Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed by their respective authorized officials.

Transmission Provider:

By: _____ Arnold H. Turner

Vice President May 27, 1997

Transmission Customer:

By: _____ Lawrence J. Reilly

President May 27, 1997

Exhibit 1
Specifications for Network Integration Transmission Service

1. Term of Service: _____

Start Date: Effective date of the Service Agreement.

Termination Date: As specified in the Service Agreement.
2. List of Network Resources and Point(s) of Receipt.

To be supplied by the Customer upon effectiveness of this Service Agreement.
3. a) List of Point(s) of Delivery including and identifying Remote Delivery Point(s).

See Attachment 1

b) List of Metering Point(s) when they differ from Point(s) of Delivery.

To be provided.
4. List of non-Network Resource(s), to the extent known today.

To be supplied by the customer upon effectiveness of this Service Agreement.
5. Ancillary Services Requested or Proof of Satisfactory Arrangements for Ancillary Services.

To be supplied by the customer upon effectiveness of this Service Agreement.
6. Identity of Designated Agent: See Attachment No. 2.
 - a) Authority of Designated Agent
 - b) Term of Designated Agent's authority
 - c) Division of responsibilities and obligations between Transmission Customer and Designated Agent
7. Other specified provisions:
 - A. Billing will include any applicable charges in accordance with the rates, terms, and conditions of the Tariff.
 - B. The Transmission Provider has agreed to terminate those requirements of its FERC Electric Tariff, Original Volume No. 1 ("Tariff No. 1") that obligate the Transmission Customer to buy all of its electricity requirements under Tariff No. 1 and Transmission

customer has agreed to pay contract termination charges pursuant to the Stipulation and Agreement of even date and the Amendment. Service under this Agreement is conditioned on the Commission's approval of the Stipulation and Agreement and the Amendment filed on May 28, 1997.

C. In no event shall the Transmission Provider bypass the Transmission Customer's distribution facilities and interconnect directly with a retail customer.

D. Service to the Northampton District is conditioned on receipt in an acceptable form of an amendment to the Transmission Service Agreements between Northeast Utilities Service Company and the Transmission Provider dated February 23, 1993 and between Western Massachusetts Electric Company and the Transmission Provider of the same date. The amendment shall embody the consent of Northeast Utilities Service Company and Western Massachusetts Electric Company to the provision of such transmission service necessary to implement the retail access in the Transmission Customer's Northampton District.

Attachment 1

Massachusetts Electric Company

<u>District</u>	<u>Points of Delivery</u>	<u>Remote</u>
Adams	Adams Substation	
	Brodie Mountain Road	Remote
Gardner	Barre #2 Substation	
	Chestnut Hill Substation, Athol	
	East Westminster Substation, Gardner	
	Park St, Substation, Gardner	
	Royalston Substation	
	Shutesbury Substation, Leverett	
	Wendell Depot Substation	
	Westminster Substation	
Gt Barrington	Lenox Depot Substation	Remote
	Pleasant Street Substation	Remote
Leominster	Ayer Substation	
	Dunstable Substation	
	East Main St. Substation #314, Westborough	
	Fitch Rd. Substation, Clinton	
	Groton St. Substation, Pepperell	
	Litchfield St. Substation	
	Marlborough Substation #311	
	Northborough Rd, Substation #317, Southboro	
	Pepperell Power, Station Service	
	Pratt's Junction Substation, Sterling	
	Prospect St. Substation, Leominster	
	Sandy Pond Substation	
	So. Marlborough #310 Substation	
	MDC Hilltop Station Service (13 kv)	
	Westborough Substation #312	
	Woodside Substation #313	
	*North Marlborough Substation #318, is under	
construction -		
	expected in service date is 8/1/96	
Northampton	Midway Substation, Easthampton	Remote
	Florence Junction Substation	Remote
Northeast	Billerica Substation	
	East Beverly Substation	
	East Dracut Substation	
	East Methuen Substation	
	East Tewksbury Substation	

Northeast (cont.)	Everett - Boston City Line (from Mystic Station)
	Everett No 37 Substation
	General Electric, Lynn
	King Street Substation, Groveland
	L'Energia Station Service

	Lynnway Station, Lynn	
	Maplewood Substation	
	Meadowbrook Substation, Chelmsford	
	Melrose #2 Substation	
	North Chelmsford Substation	
	North Dracut Substation	
	Perry St Substation	
	Pinehurst Substation	
	Railyard Substation	
	Revere #7 Substation	
	RESCO, Saugus	
	Sandy Pond Substation	
	Salem Harbor Station	
	South Broadway Substation, Lawrence	
	Tewksbury Substation	
	Ward Hill Substation, Haverhill	
	West Andover Substation	
	West Methuen Substation	
	West Salem Substation	
Palmer	East Longmeadow Substation	
	Five Corners Substation, Granby	Remote
	Hampden Substation	
	Lashaway Substation, N. Brookfield	
	Little Rest Rd. Substation	
	Meadow Street Substation, Spencer	
	330 Realty Trust	
	Palmer Substation	
	Shaker Road Substation	
	Thorndike Substation	
	Ware Substation	
	Wilbraham Substation	
Rowe-Heath-Charlemont	#21 Feeder, #5 Substation	
	Charlemont Feeder, Deerfield #4	
	Rowe Feeder, Florida/Rowe town line	
	Yankee Atomic Station Service	
Quincy - Weymouth	East Holbrook Substation #2	Remote
	E. Weymouth Substation #9	Remote

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Quincy - Weymouth (cont.)	Field Street Substation #1, Quincy	
Remote		
	Mid-Weymouth Substation #12	Remote
	North Quincy Substation #11	Remote
	South Randolph Substation #97	Remote
St. Regis	James River (Pepperrel Paper)	
Webster	East Webster Substation	
	Main St. Substation, Webster	
	North Oxford Substation	
	Snow Street Substation	
	West Charlton Substation	
Worcester	Beaver Pond Substation, #344, Franklin	
	Bloomington Substation	

Chaffins Substation (34 feeder to Rutland)
Cooks Pond Substation
Chartley Pond Substation #8, Attleborough
Depot St. Substation #335, Milford
Greendale Substation, Worcester
Leicester Substation
Milford Power Station Service
Millbury #1 Substation
Millbury #4 Substation
Mink St. Substation #7, Seekonk
Nashua St. Substation, Worcester
North Grafton Substation
Pondville Substation
Read St. Substation #9, Attleborough
Riverside Substation, Woonsocket
Shrewsbury Substation
South Wrentham Substation #3422
Temple St. Substation W. Boylston
Uxbridge Substation #321
Vernon Hill Substation, Worcester
Webster St. Substation
West St. Substation #1, Attleborough
Wheelabrator Millbury Station Service
Whitens Pond Substation #320 Northbridge
Winchendon
Wyman Gordon

Remote

Wyman Gordon Substation, North Grafton

Nantucket Electric Company

The 115 kV Interconnection between underwater cable and 118 and 119 Line at Harwich Substation.

Massachusetts Electric Company

1. Identity of Designated Company

The Designated Agents may be either the suppliers to the Transmission Customer's retail customers provided that the suppliers are members of the New England Power Pool (NEPOOL) or the NEPOOL members with whom the supplier's have contracted to provide such supplies. The identity of the Designated Agents may be modified to reflect changes in NEPOOL rules.

2. Authority of the Designated Agent

The Transmission Customer assigns its rights under the Tariff to the Designated Agent(s) as follows: A Designated Agent(s) shall have full authority to designate network resources, delete network resources, and purchase resources other than network resources for delivery to that portion of the Network Load that is assigned to that Designated Agent. A Designated Agent will be assigned all the Transmission Customer's firm allocated limited interface rights in proportion to its assigned ratio of Network Load, including the authority to schedule transactions over these limited interfaces. A Designated Agent will also have the authority to integrate its assigned portion of the Transmission Customer's load and associated resources with the loads and resources of other transmission customers who have similarly designated rights to the same agent, for all NEPOOL purposes.

3. Term of Designated Agent's Authority

The Transmission Customer may name another Designated Agent for purposes of this Tariff, to the extent that a portion of the Network Load changes suppliers.

4.Division of responsibilities and obligations between Transmission Customer and Designated Agent

The Transmission Customer is responsible for payment, operating its distribution system and maintaining proper load power factors in accordance with the Tariff, and any other obligations relating to the Transmission Customer's physical distribution system or its interconnections with the Transmission Provider's transmission system, or other transmission systems.

The Designated Agent is responsible for designating network resources, delivering network resources to the Transmission Provider's Transmission System, scheduling purchases from non-network resources, arranging for required redispatch of network resources, and supplying ancillary services, for the portion of the Transmission Customer's load that it has been assigned.